

THESE TERMS CREATE A BINDING LEGAL CONTRACT BETWEEN YOU AND BAPPLICATION LIMITED (“us”, “we”, the “Company”). BY USING OUR SERVICES (DEFINED BELOW), YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THE TERMS, YOU MUST NOT AND ARE NOT AUTHORIZED TO USE ANY OF OUR SERVICES.

FOR PERSONS RESIDING IN THE USA: THESE TERMS CONTAIN ADDITIONAL PROVISIONS APPLICABLE ONLY TO YOU. THEY CONTAIN AN ARBITRATION PROVISION. IF WE CANNOT RESOLVE A DISPUTE AMICABLY, ALL DISPUTES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE SETTLED IN BINDING ARBITRATION PER CLAUSE [7.2(d)]. ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT, IF ANY, TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR A JURY TRIAL.

## BOSON DAPP TERMS AND CONDITIONS

Last updated on 31 October 2022

PLEASE FIND BELOW THE TERMS AND CONDITIONS GOVERNING THE BOSON DAPP (“the **dApp**”), INCLUDING:

- ACCESSING OR USING THE BOSON DAPP;
- BUYING, SELLING OR RECEIVING ANY NFT THAT WAS CREATED ON THE DAPP; OR
- USING, SENDING TOKENS TO, RECEIVING TOKENS FROM, SENDING MESSAGES TO OR OTHERWISE TRANSACTING ON THE DAPP.

These terms and conditions (these “**Terms**”) have been established by BApplication Limited (the “Company”) to govern the dApp. By engaging in or undertaking any of the aforementioned activities, you will be deemed to be legally bound by these Terms.

For any matters which are not expressly governed by these terms, please refer to the following:

- a) The dApp Privacy Policy: <https://www.bosonapp.io/#/privacy-policy>

Please contact us at [info@bosonapp.io](mailto:info@bosonapp.io) for any questions or issues.

## AGREEMENT

### 1. Definitions

“**Boson Protocol**” means a smart contract protocol that enables the tokenization, transfer and trade of physical products as redeemable NFTs.

“**Boson dApp**” / “**the dApp**” means a generic interface to Boson Protocol v2, that enables users to exchange physical products as redeemable NFTs.

“**Polygon Blockchain**” / “**Polygon**” means Ethereum Virtual Machine compatible validation mechanism.

“**Intellectual Property Rights**” means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now or in the future subsist anywhere in the world, including the right to sue for and recover damages for past infringements.

“**Item**” means the thing being sold or a set of things being sold together in a single Offer.

“**NFTs**” means Ethereum-based tokens complying with the ERC-721 standard, ERC-1155 standard or other similar “non-fungible” token standard.

“**Offer**” means an expression of readiness by the seller to sell an Item.

“**Redeemable NFT (rNFT / NFT Voucher)**” means a voucher using NFT technology, representing the right to redeem an Item.

## 2. General Terms

**User Responsible for Accounts / Addresses.** You are responsible for all matters relating to your accounts (if any) on the dApp, or the blockchain accounts or addresses through which they interact with the dApp, and for ensuring that all uses thereof comply fully with these Terms. You are responsible for protecting the confidentiality of your login information and passwords (if applicable) for the dApp or the private keys controlling the relevant blockchain accounts or addresses through which they interact with the platforms.

**dApp May Discontinue Activities.** The Company shall have the right at any time to change or discontinue any or all aspects or features of the activities.

**dApp May Deny Access to or Use of the Activities.** The Company reserves the right to terminate your access to or use of any or all of the activities at any time, with or without notice, for violation of these Terms or for any other reason, or based on the discretion of the Company. The Company reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company sole discretion. NFTs or other materials uploaded to the dApp and may be subject to limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you acquire an NFT. You must always use caution when giving out any personally identifiable information through any of the activities on the dApp. The Company does not control or endorse the content, messages or information found in any of the activities and the Company specifically disclaims any liability with regard to the activities and any actions resulting from any of your participation in any activities.

**Monitoring.** The Company shall have the right, but not the obligation, to monitor the content of the activities, to determine compliance with these Terms and any operating rules established by the Company and to satisfy any law, regulation or authorized government request. The Company shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted through the dApp. Without limiting the foregoing, the Company shall have the right to remove any material that Company, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

**Copyright Notice.** “Boson” and its logos are trademarks of the Company or its licensors. All rights are reserved. All other trademarks appearing in the dApp are the property of their respective owners.

**Privacy Policy.** To access the dApp, you must explicitly consent to the Company’s privacy and data security practices, which can be found by visiting our privacy policy at <https://www.bosonapp.io/#/privacy-policy>.

## 3. The dApp

**Nature of dApp.** The dApp is a public software utility that communicates with blockchain, which is accessible through any compatible Ethereum “wallet” application.

**License to Use the dApp.** You, subject to and conditioned upon such your acceptance of and adherence to these Terms, are hereby granted a nontransferable, non-exclusive, personal, non-sub licensable license to use the dApp for its intended purposes.

**Alterations to dApp.** The Company may from time to time alter the dApp. The Company does not

guarantee to provide support for such interactions.

**Content.** The Company makes no representations or warranties as to the quality, origin, or ownership of any content found in the dApp that is created by you or any third parties. The Company shall not be liable for any errors, misrepresentations, or omissions in, of, and about, the content, nor for the availability of the content that is created by you or any third parties. The Company shall not be liable for any losses, injuries, or damages from the purchase, inability to purchase, display, or use of content.

**Claims of Copyright Infringement.** The Company will respond to notices of alleged copyright infringement under applicable law. If you believe that your Intellectual Property Rights have been infringed, please notify us immediately. The Company reserves the right to terminate the accounts or block usage of the dApp of any party who infringes copyrights.

#### **4. Acceptable & Prohibited Use of the dApp**

**Acceptable Uses.** The dApp and other activities are reserved exclusively for lawful consumer entertainment and artistic purposes (the “*Permitted Uses*”).

**Prohibited Uses.** You must not, directly or indirectly: **(a)** employ any device, scheme or artifice to defraud, or otherwise materially mislead, the Company, or any member of the Community, including by impersonating or assuming any false identity; **(b)** engage in any act, practice or course of business that operates or would operate as a fraud or deceit upon the Company, or any member of the Community; **(c)** violate, breach or fail to comply with any applicable provision of these Terms or any other terms of service, privacy policy, trading policy or other contract governing the use of any the activities on the dApp or any relevant NFTs; **(d)** use the dApp by or on behalf of a competitor of the Company or competing platform or service for the purpose of interfering with the dApp to obtain a competitive advantage; **(e)** engage or attempt to engage in or assist any hack of or attack on the dApp, or any member of the Community, including any “sybil attack”, “DoS attack” or “griefing attack” or theft of NFTs, or funds, or upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property or interfere with the dApp; **(f)** buy, sell or use any NFTs that infringes or in a manner infringing the copyright, trademark, patent, trade secret or other Intellectual Property Rights or other proprietary rights of others, or upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws (including, copyright or trademark laws) or rights of privacy or publicity unless you own or control the rights thereto or have received all necessary consent to do the same; **(g)** commit any violation of applicable laws, rules or regulations; **(h)** use the dApp in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise); **(i)** defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of other; **(j)** publish, post, distribute or disseminate any profane, obscene, pornographic indecent or unlawful content, pictures, topic, name, material or information; **(k)** engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities; and **(l)** utilize the dApp to transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions.

The foregoing matters are referred to herein as “*Prohibited Uses*”.

#### **5. REPRESENTATIONS AND WARRANTIES**

You hereby represent and warrant to the Company that the following statements and information are

accurate and complete at all relevant times. In the event that any such statement or information becomes untrue to you, you shall immediately divest and cease using all NFTs and cease accessing and using the dApp.

**Status.** If you are an individual, you are of legal age in the jurisdiction in which you reside and are of sound mind. If you are a business entity, you are duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and has all requisite power and authority for a business entity of its type to carry on its business as now conducted.

**Power and Authority.** You have all requisite capacity, power and authority to accept the terms and conditions of these Terms and to carry out and perform its obligations under these Terms. These Terms constitute a legal, valid and binding obligation of you enforceable against you in accordance with its terms.

**No Conflict; Compliance with law.** You agreeing to these Terms and buying, selling, holding, using or receiving NFTs does not constitute, and would not reasonably be expected to result in (with or without notice, lapse of time, or both) a breach, default, contravention or violation of any law applicable to you,, or contract or agreement to which you are a party or by which you are bound.

**Absence of Sanctions.** You are not, (and, if you are an entity, you are not owned or controlled by any other person who is), and are not acting on behalf of any other person who is, identified on any list of prohibited parties under any law or by any nation or government, state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government such as the lists maintained by the United Nations Security Council, the U.S. government (including the U.S. Treasury Department's Specially Designated Nationals list and Foreign Sanctions Evaders list), the European Union (EU) or its member states, and the government of your home country. You are not, (and, if you are an entity, you are not owned or controlled by any other person who is), and are not acting on behalf of any other person who is, located, ordinarily resident, organized, established, or domiciled in Afghanistan, Burundi, Belize, Belarus, Central African Republic, Comoros, Côte d'Ivoire, the Crimea region of the Ukraine (as defined by the U.S. Government), Cuba, Democratic Republic of Congo, Democratic Republic of Timor-Leste, Eritrea, Iran, Iraq, Lao People's Democratic Republic (Laos), Liberia, Libya, Lebanon, North Korea, Mauritania, Papua New Guinea, Somalia, Syria, Republic of Congo, Sudan (North), Sudan (South), Uzbekistan, Turkmenistan, Venezuela, Yemen, and Russian Federation, Zimbabwe or any other country or jurisdiction against which the U.S. maintains economic sanctions or an arms embargo. The tokens or other funds you use to participate in the dApp or acquire NFTs are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of any law.

**No Claim, Loan, Ownership Interest or Investment Purpose.** You understand and agree that your purchase, sale, holding, receipt and use of NFT and the other usage of the dApp does not: (a) represent or constitute a loan or a contribution of capital to, or other investment in the Company or any business or venture; (b) provide you with any ownership interest, equity, security, or right to or interest in the assets, rights, properties, revenues or profits of, or voting rights whatsoever in, the Company or any other business or venture; and (c) create or imply or entitle you to the benefits of any fiduciary or other agency relationship between the Company or any of its directors, officers, employees, agents or affiliates, on the one hand, and you, on the other hand. You are not entering into these Terms or buying, selling, holding receiving or using NFTs for the purpose of making an investment with respect to the Company or its securities, but solely wishes to use the dApp for its intended purposes in order to participate in the protection and improvement of the use and enjoyment of the dApp for such purposes. You understand and agree that the Company will not accept or take custody over any NFTs, cryptocurrencies or other assets of yours and has no responsibility or control over the foregoing.

**Non-Reliance.** You are knowledgeable, experienced and sophisticated in using and evaluating blockchain and related technologies and assets, including Polygon Blockchain, NFTs and “smart contracts” (bytecode deployed to Polygon Blockchain or another blockchain). You have conducted your own thorough independent investigation and analysis of the dApp, NFTs and the other matters contemplated by these Terms, and have not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of the Company in connection therewith, except as expressly set forth by the Company in these Terms.

**Taxes.** The Company does not, and will not, act as your agent of any kind and shall have no control over any transactions conducted by you and thus is not responsible for determining the taxes that apply to your transactions and shall not act as a withholding tax agent in any circumstances whatsoever.

## **6. RISKS, DISCLAIMERS AND LIMITATIONS OF LIABILITY.**

**Disclaimer of Representations.** The dApp is being provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, the Company is not making, and hereby disclaims, any and all information, statements, omissions, representations and warranties, express or implied, written or oral, equitable, legal or statutory, in connection with the dApp and the other matters contemplated by these Terms, including any representations or warranties of title, non-infringement, merchantability, usage, security, uptime, reliability, suitability or fitness for any particular purpose, workmanship or technical quality of any code or software used in or relating to the dApp. You acknowledge and agree that use of the dApp is at your own risk.

**Limitation of Liability.** The Company’s liability for damages to you shall in all cases be limited to, and under no circumstances shall exceed, the total aggregate amount of paid or payable by you to the Company.

**No Consequential, Incidental or Punitive Damages.** Notwithstanding anything to the contrary contained in these Terms, the Company shall not be liable to any person, whether in contract, tort (including pursuant to any cause of action alleging negligence), warranty or otherwise, for special, incidental, consequential, indirect, punitive or exemplary damages (including but not limited to lost data, lost profits or savings, loss of business or other economic loss) arising out of or related to these Terms, whether or not the Company has been advised or knew of the possibility of such damages, and regardless of the nature of the cause of action or theory asserted, the maximum extent permitted by law.

**No Guarantee of Value or Uniqueness NFTs.** The Company has no responsibility for the NFTs created or traded by you on the dApp. The Company does not investigate and cannot guarantee or warrant the level of authenticity, originality, uniqueness, marketability, or the legality or value of any NFTs created or traded by you on the dApp.

**No Professional Advice or Liability.** All information provided by or on behalf of the Company is for informational purposes only and should not be construed as professional, accounting or legal advice. You should not take or refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of the Company. Before you make any financial, legal, or other decisions involving the dApp, you should seek independent professional advice from persons licensed and qualified in the area for which such advice would be appropriate.

**Limited Survival Period for Claims.** Any claim or cause of action you may have or acquire in connection with the dApp or any of the other matters contemplated by these Terms shall survive for the shorter of, and maybe brought against the Company solely prior to (a) the expiration of the statute of limitations

applicable thereto; and (b) the date that is six months after the date on which the facts and circumstances giving rise to such claim or cause of action first arose.

**Third-Party Activities and Content.** References, links or referrals to or connections with or reliance on third-party resources, products, services or content, including smart contracts developed or operated by third parties, may be provided to you in connection with the dApp. In addition, third parties may offer promotions related to the dApp. The Company does not endorse or assume any responsibility for any activities of or resources, products, services, content or promotions owned, controlled, operated or sponsored by third parties. If you access any such resources, products, services or content or participate in any such promotions, you do so solely at your own risk. You hereby expressly waive and release the Company from all liability arising from your use of any such resources, products, services or content or participation in any such promotions. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such resources, products, services, content or promotions from third parties.

#### **Certain Uses and Risks of Blockchain Technology.**

**(a) Use of Blockchain Technology.** The Company utilizes experimental cryptographic technologies and blockchain technologies, including tokens, cryptocurrencies, stablecoins, “smart contracts,” consensus algorithms, voting systems and distributed, decentralized or peer-to-peer networks or systems for the activities on the dApp. You acknowledge and agree that such technologies are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the operation and effects and risks thereof and the application of existing law thereto.

**(b) Certain Risks of Blockchain Technology.** The technology utilized in dApp depends on public peer-to-peer networks such as Polygon that are not under the control or influence of the Company and are subject to many risks and uncertainties. Such technologies include the dApp, which the Company may have limited or no ability to change, other than ceasing to support certain “smart contracts” and adding support for new “smart contracts”. You are solely responsible for the safekeeping of the private key associated with the blockchain address used to participate in the activities on the dApp. The Company will not be able to restore or issue any refund in respect of any NFT due to lost private keys. If you are not able to spend or use an NFT due to loss or theft of the corresponding private key or otherwise, you will be unable to exercise your rights with respect to such NFT.

**(c) Certain Risks of Smart Contract Technology.** NFT and other digital assets relevant to the dApp depend on the dApp System, or other smart contracts deployed to Polygon, some of which may be coded or deployed by persons other than the Company. Once deployed to Polygon, the code of smart contracts, including the dApp System, cannot be modified. In the event that the dApp System or other smart contracts are adversely affected by malfunctions, bugs, defects, malfunctions, hacking, theft, attacks, negligent coding or design choices, or changes to the protocol rules of Polygon, you may be exposed to a risk of total loss and forfeiture of all NFTs and other relevant digital assets. The Company assumes no liability or responsibility for any of the foregoing matters, except as otherwise expressly provided by these Terms or required by applicable law.

**(d) Asset Prices.** The fiat-denominated prices and value in public markets of assets such as ETH and NFTs have historically been subject to dramatic fluctuations and are highly volatile. As relatively new products and technologies, blockchain-based assets are not widely accepted as a means of payment for goods and services. A significant portion of demand for these assets is generated by speculators and investors seeking to profit from the short- or long-term holding of blockchain assets. The market value of any ETH, and NFT may decline below the price for which you acquire such asset through the dApp or on any other platform. You acknowledge and agree that the costs and speeds of transacting with cryptographic and

blockchain-based systems such as Polygon are variable and may increase or decrease dramatically at any time, resulting in prolonged inability to access or use any ETHs, NFTs, or other digital assets associated with the dApp.

**(e) Regulatory Uncertainty.** Blockchain technologies and digital assets are subject to many legal and regulatory uncertainties, and the dApp and NFTs could be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit the ability of you to continue the use and enjoyment of such assets and technologies.

**(f) Cryptography Risks.** Cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to Polygon, the dApp and NFTs, including the theft, loss or inaccessibility thereof.

**(g) Fork Handling.** Polygon, the dApp System, and the NFTs may be subject to “forks.” Forks occur when some or all persons running the software clients for a particular blockchain system adopt a new client or a new version of an existing client that: (i) changes the protocol rules in backwards-compatible or backwards-incompatible manner that affects which transactions can be added into later blocks, how later blocks are added to the blockchain, or other matters relating to the future operation of the protocol; or (ii) reorganizes or changes past blocks to alter the history of the blockchain. Some forks are “contentious” and thus may result in two or more persistent alternative versions of the protocol or blockchain, either of which may be viewed as or claimed to be the legitimate or genuine continuation of the original. The Company may not be able to anticipate, control or influence the occurrence or outcome of forks, and does not assume any risk, liability or obligation in connection therewith. Without limiting the generality of the foregoing, the Company does not assume any responsibility to notify you of pending, threatened or completed forks. The Company will respond to any forks as the Company determines in its sole and absolute discretion, and the Company shall not have any duty or obligation or liability to you if such response (or lack of such response) acts to a user detriment. Without limiting the generality of the foregoing, the Company’s possible and permissible responses to a fork may include: (i) honoring the dApp System, and NFTs on both chains; (ii) honoring the dApp System and NFTs on only one of the chains; (iii) honoring the dApp System and NFTs in different respects or to a different extent on both chains; or (iv) any other response or policy or procedure, as determined by the Company in its sole and absolute discretion. You assume full responsibility to independently remain apprised of and informed about possible forks, and to manage your own interests in connection therewith.

**(h) Essential Third-Party Software Dependencies.**

The Company neither owns nor controls MetaMask, Ledger Wallet, Google Chrome, the Polygon network, any Web3 Provider or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the dApp. The Company shall not be liable for the acts or omissions of any such third parties, nor shall the Company be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

**Legal Limitations on Disclaimers.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in these Terms may not apply in full to specific users. The disclaimers and limitations of liability provided in these terms shall apply to the fullest extent permitted by applicable law.

**Officers, Directors, Etc.** All provisions of these Terms which disclaim or limit obligations or liabilities of the Company shall also apply, *mutatis mutandis*, to the officers, directors, members, employees, independent contractors, agents, stockholders, debtholders and affiliates of the Company.

**Indemnification.** You shall defend, indemnify, compensate, reimburse and hold harmless the Company

(and each of its officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) you misuse of, or conduct in connection with, the dApp operations; (b) your violation of these Terms or any other applicable policy or contract of the Company; or (c) your violation of any rights of any other person or entity.

## **7. GOVERNING LAW; DISPUTE RESOLUTION.**

**7.1 Governing law.** These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. Although the activities on the dApp may be available in other jurisdictions, you hereby acknowledge and agree that such availability shall not be deemed to give rise to general or specific personal jurisdiction over the Company in any forum outside England and Wales.

### **7.2 Agreement to Binding, Exclusive Arbitration.**

**(a)** We will use our best efforts to resolve through informal, good faith negotiations any dispute, claim or controversy relating to the dApp and this Agreement or relating to the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the arbitration agreement in clause 7.2(d) (hereinafter "Dispute"). For any claim not relating to or connected to the dApp, please refer to the relevant mechanisms of the Boson Protocol.

**(b)** If a potential Dispute arises, you must contact us by sending an email to [info@bosonapp.io](mailto:info@bosonapp.io) so that we can attempt to resolve it without resorting to formal dispute resolution.

**(c)** If we are not able to reach an informal resolution within 60 days of your email, then you and we may bring proceedings either in binding arbitration, if clause 7.2(d) applies to you, or in the courts of England and Wales, if clause 7.2(d) does not apply to you.

**(d)** IF YOU ARE RESIDING IN THE UNITED STATES OF AMERICA ("USA"), THIS CLAUSE 7.2(d) REQUIRES YOU TO ARBITRATE ALL DISPUTES WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

(i) Binding arbitration. Any Dispute shall be referred to and finally determined by binding and confidential arbitration in accordance with the JAMS International Arbitration Rules ("JAMS Rules"), hereby incorporated by reference and available from JAMS' website at [/www.jamsadr.com/](http://www.jamsadr.com/).

(ii) Federal Arbitration Act. This Agreement affects interstate commerce and the enforceability of this clause 7.2(d) will be both substantively and procedurally governed by and construed and enforced in accordance with the United States Federal Arbitration Act, 9 U.S.C. §1 et seq. ("FAA"), to the maximum extent permitted by applicable law.

(iii) The Arbitral Process. The arbitral tribunal shall consist of a sole arbitrator. Only as limited by the FAA, this Agreement and the JAMS Rules, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all Disputes and shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.



(iv) Seat. The seat, or place of, of arbitration will be New York. The language to be used in the arbitration proceedings shall be English. You agree to submit to the personal jurisdiction of any federal or state court in New York County, New York, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. This clause 7.2(d) shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of applicable jurisdiction.

(v) Class Action Waiver. You and we agree that any arbitration shall be conducted in individual capacity only and not as a class action or other representative action, and you and we expressly waive the right to file a class action or seek relief on a class basis.

**YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

If any court, arbitrator or arbitral tribunal determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have NOT agreed to arbitrate disputes.

(vi) Exception: Litigation of IP and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in any applicable court to protect its Intellectual Property Rights. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

(vii) Right to Opt-out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out via email to [info@bosonapp.io](mailto:info@bosonapp.io). The notice must be sent within 30 days of the last update date of the Terms or your first use of our Services, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we also will not be bound by them.

(viii) Changes. We will provide 60-days' notice of any changes to this clause.

(ix) Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

(x) Fair Representation. The parties agree that, wherever practicable, they will seek to appoint a fair representation of diverse arbitrators (considering gender, ethnicity and sexual orientation), and will request administering institutions to include a fair representation of diverse candidates on their rosters and list of potential arbitrator appointees.

**(e)** You and we agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any Dispute that is not subject to arbitration under clause 7.2(d) and that any Dispute must be resolved in accordance with the law of England and Wales without regard to its conflict of law provisions. You and we further agree that any Dispute is personal to you and us and shall be resolved solely through individual action, and will not be brought as a representative action, group litigation order or any other type of class or collective action proceeding.

## **8. Proprietary Rights**

All title, ownership and Intellectual Property Rights in and to the dApp are owned by the Company or its licensors. You acknowledge and agree that the dApp contains proprietary and confidential information that is protected by applicable intellectual property and other laws. The visual interfaces, graphics, art and drawings, design, systems, methods, information, computer code, software, "look and feel", organization, compilation of the content, code, data, and all other elements of the dApp (collectively, the "**Company Materials**") are owned by the Company or its licensors, and are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws.

Except as expressly set forth herein, your use of the dApp does not grant you ownership of or any other rights with respect to the dApp and/or any Company Materials. The Company reserves all rights in and to the dApp and the Company Materials. For the sake of clarity, you understand and agree that any "purchase" of NFT, whether via the dApp or otherwise, does not give you any rights in the Company Materials (including, without limitation, the Company's copyright in and to the art and drawings associated with the dApp and content therein) other than those expressly contained in these Terms. The software and computer code are released under the Apache v2 License ([link](#)) which explains the terms and conditions for use, reproduction, and distribution of the code.

All the brands, the relative figurative and/or shape trademarks, all illustrations, images and logos displayed on the physical products and NFTs, their relevant accessories and/or packaging, all images, videos and audio contained in the physical products and NFTs, and all Intellectual Property rights contained in or related to the foregoing, are and will remain the exclusive property of the Company and/or their respective suppliers and/or licensors. The purchase of any physical products and/or NFTs shall not in any way constitute a transfer or license of any such copyright or Intellectual Property Rights contained in the physical products or NFTs.

## **9. Miscellaneous**

**Headings.** The headings and captions contained in these Terms are for convenience of reference only, shall not be deemed to be a part of these Terms and shall not be referred to in connection with the construction or interpretation of these Terms.

**Successors and Assigns.** These Terms shall inure to the benefit of the Company, you, and your respective permitted successors, permitted assigns, permitted transferees and permitted delegates and shall be binding upon all of the foregoing persons and any person who may otherwise succeed to any right, obligation or liability under these Terms by operation of law or otherwise. You shall not share or provide a copy of, or transfer to, any person any [NFT] or the private key associated with any [NFT] without notifying such person that such person shall be bound by and become a party to these Terms by virtue of thereof (or if the transferor has a reasonable belief that the transferee is aware of these Terms). You shall not assign any of your rights or delegate any of your liabilities or obligations under these Terms to any other person without the Company's advance written consent. The Company may freely assign, transfer or delegate its rights, obligations and liabilities under these Terms to the maximum extent permitted by applicable law.

**Severability.** In the event that any provision of these Terms, or the application of any such provision to any person or set of circumstances, shall be determined by an arbitrator or court of competent jurisdiction to be invalid, unlawful, void or unenforceable to any extent: (a) the remainder of these Terms and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law; and (b) the Company shall have the right to modify these Terms so as to effect the original intent of the parties as

closely as possible in an acceptable manner in order that the transactions contemplated hereby be consumed as originally contemplated to the fullest extent possible.

**Force Majeure.** The Company shall not incur any liability or penalty for not performing any act or fulfilling any duty or obligation hereunder or in connection with the matters contemplated hereby by reason of any occurrence that is not within its control (including any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, any epidemic or pandemic, or the unavailability, disruption or malfunction of the Internet, the World Wide Web or any other electronic network, the Polygon network or blockchain or the dApp or any aspect thereof, or any consensus attack, or hack, or denial-of-service or other attack on the foregoing or any aspect thereof, or on the other software, networks and infrastructure that enables the Company to provide the dApp), it being understood that the Company shall use commercially reasonable efforts, consistent with accepted practices in the industries in which the Company operates, as applicable, to resume performance as soon as reasonably practicable under the circumstances.

**Amendments and Modifications.** These Terms may only be amended, modified, altered or supplemented by or with the written consent of the Company. The Company reserves the right, in its sole and absolute discretion, to amend, modify, alter or supplement these Terms from time to time. The most current version of these Terms will be posted on the Company's website. Any changes or modifications will be effective immediately upon the modified Agreement being posted to the Company's website. You shall be responsible for reviewing and becoming familiar with any such modifications. You hereby waive any right you may have to receive specific notice of such changes or modifications. Use of the dApp by you after any modification of these Terms constitutes your acceptance of the modified terms and conditions. If you do not agree to any such modifications, you must immediately stop using the dApp.

**No Implied Waivers.** No failure or delay on the part of the Company in the exercise of any power, right, privilege or remedy under these Terms shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. The Company shall not be deemed to have waived any claim arising out of these Terms, or any power, right, privilege or remedy under these Terms, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the Company, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

**Entire Agreement.** This Agreement constitutes the entire agreement between you and us in relation to the Agreement's subject matter. It replaces and extinguishes any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of either of us, whether oral or written, public or private, in relation to that subject matter.

**Rules of Interpretation.**

- (a) "hereof," "herein," "hereunder," "hereby" and words of similar import will, unless otherwise stated, be construed to refer to these Terms as a whole and not to any particular provision of these Terms;
- (b) "include(s)" and "including" shall be construed to be followed by the words "without limitation";
- (c) "or" shall be construed to be the "inclusive or" rather than "exclusive or" unless the context requires otherwise;
- (d) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of these Terms;
- (e) section titles, captions and headings are for convenience of reference only and have no legal or contractual effect.;

(f) whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders; and

(g) except as otherwise indicated, all references in these Terms to "Sections," "clauses," etc., are intended to refer to Sections of Sections, clauses, etc. of these Terms.